

MICHAEL B. LAVERY  
MICHAEL S. SELVAGGI\*  
JOHN J. ABROMITIS  
LAWRENCE P. COHEN\*  
KATHERINE E. INGRASSIA\*  
JAMES F. MOSCAGIURI  
KATRINA L. CAMPBELL\*  
RICHARD W. WENNER\*  
WILLIAM H. PANDOS\*  
KYLE S. CLAUSSE\*  
PAUL D. MITCHELL  
WADE T. BALDWIN

\*CERTIFIED BY THE SUPREME COURT OF  
NEW JERSEY AS A CIVIL TRIAL ATTORNEY  
\*MEMBER OF NJ AND PA BAR  
\*MEMBER OF NJ AND NY BAR  
\*MEMBER OF NJ AND DC BAR

LAW OFFICES  
**LAVERY, SELVAGGI, ABROMITIS & COHEN**

A PROFESSIONAL CORPORATION  
1001 ROUTE 517  
HACKETTSTOWN, NEW JERSEY 07840  
(908) 852-2600  
FAX (908) 852-8225  
WWW.LSACLAW.COM

23 CATTANO AVENUE  
AT CHANCERY SQUARE  
MORRISTOWN, NJ 07960  
Telephone (973) 285-1281  
Facsimile (973) 285-0271

OF COUNSEL:

JAMES A. COURTER  
JOEL A. KOBERT  
PETER J. COSSMAN  
ROBERT V. STILES  
RICHARD R. KEILING  
SENDER'S DIRECT EMAIL  
KCampbell@lsaclaw.com

April 14, 2022

**Via Regular Mail and Certified Mail**

Jeffery J. Riddle, Sr.  
Shandor's Used Auto Parts  
1735 River Road  
Phillipsburg, New Jersey 08865

**Re: Harmony Township Junkyard License 2022**

Dear Mr. Riddle:

This office serves as legal counsel to the Township of Harmony. The purpose of this letter is to notify you that at its April 2022 meeting, the Township Committee heard your 2022 junkyard license. However, the license was not approved, and the hearing was carried until the May 3<sup>rd</sup> meeting in order to give you time to address the items noted in the Township's Engineer's review letter. **If these items are not addressed by the May 3<sup>rd</sup> meeting, you will need to attend the meeting to address why they have not been addressed. Failure to correct these items may result in the Township Committee denying your license, at which time all junkyard activity will need to cease immediately.**

As you can see from the letter most of these items are related to paperwork that should have been corrected before your application was filed or are related to violations that you have been cited for in the past and so they should not be reoccurring. Attached is a copy of the inspection report from the Township Engineer further detailing these items. If you have any questions about how to remedy these items, please do not hesitate to reach out to the Township.

Very truly yours,



Katrina L. Campbell

cc:

Kelley D. Smith, Township Clerk (Email only [harmonyclerk@ptd.net](mailto:harmonyclerk@ptd.net))  
William Mandry, Esq. (Regular Mail and Email [wemlaw@verizon.net](mailto:wemlaw@verizon.net))  
Mike Finelli, Township Engineer (Email only [MikeF@finellicon.com](mailto:MikeF@finellicon.com))

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**FINELLI CONSULTING ENGINEERS, INC.**

205 ROUTE 31 NORTH  
WASHINGTON, NJ 07882  
PHONE: (908) 835-9500  
FAX: (908) 835-9909  
WWW.FINELLICONSULTING.COM

April 4, 2022

VIA EMAIL ONLY

Mayor Brian Tipton and Township Committee Members  
**HARMONY TOWNSHIP**  
3003 Belvidere Road  
Phillipsburg, New Jersey 08865

Re: 2022 Junkyard License  
**Shandor's Used Auto Parts**  
Block 47.01, Lots 23 & 24  
Harmony Township, Warren County  
*FCE No. HAWM258CI*

Dear Mayor Tipton and Township Committee Members:

This correspondence is to serve as our review of the application submitted for renewal of the Junkyard License for Shandor's Used Auto Parts for the period of April 1, 2022 through March 31, 2023. The subject property is Block 47.01, Lots 23 and 24 located along River Road just west of the intersection with Harmony Station Road. Only the fenced portion of Lot 24 is included within the license application to permit staging of vehicles for sale. We have received a copy of the 2022 application form along with confirmation from the Clerk that the required \$350. licensing fee has been paid.

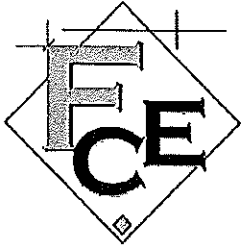
An inspection of the junkyard was made by our office on Tuesday, March 29, 2022. See attached photos. The application was reviewed for conformance with the requirements contained within Chapter 107: Junkyards and Junk Dealers, of the Harmony Township Code, and the conditions of approval which have been attached to previous permits granted by the Township. Our comments are as follows:

**Review Comments.**

1. Jeffery J. Riddle, Sr. is listed on the application form as the owner and applicant for Lots 23 and 24. We have been provided with a copy of a March 5, 2021 Agreement prepared by William E. Mandry, Esq. between the Estate of Joseph J. Shandor, Sr. and Jeffery J. Riddle, Sr., which provides that the ownership of Lot 23 is to be transferred from the Estate to Jeffery J. Riddle Sr. We have not been provided with a deed confirming this title transfer.
2. A copy of a January 15, 2016 deed has been provided for Lot 24 which transfers ownership of Lot 24 from Dorothy L. Shandor (married) to Dorothy L. Shandor (married), Jeffery J. Riddle, Sr. (married) and Jessica Riddle (single). Based upon this deed, Jeffery J. Riddle, Sr. is not the sole owner of Lot 24.

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**CIVIL CONSULTING & MUNICIPAL ENGINEERS**  
**LAND SURVEYORS ♦ PLANNERS**

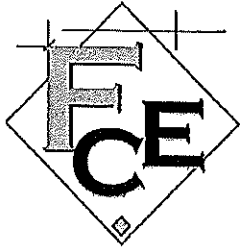


3. Lot 23 continues to be in violation of the Solid Waste Management Act N.J.S.A. 13:E and the Water Pollution Control Act N.J.S.A. 58:10A. We have been provided with a copy of a January 15, 2021 Judicial Consent Order and Settlement Agreement between NJDEP and the Estate of Joseph J. Shandor, Sr., and Individually - Dorothy L. Shandor, Jeffery J. Riddle, Sr., Jessica Riddle, Judy Ann Riddle, Joyce West, and Jennifer Spade. The Agreement sets forth penalties and requirements for cleanup of the site. It also voids the January 15, 2016 deed which transferred title of Lot 24 away from the Estate and enjoins the Estate from transferring title to any other properties (Lot 23). The presumed purpose is to prevent the Estate, which is liable for the environmental violations, from transferring its liability to other parties.
4. Based upon Comments 1 thru 3 above we believe that the Estate of Joseph J. Shandor, Sr. as administered by its Executor, Judy A. Riddle, is the current owner of Lots 23 and 24. Therefore, while Jeffery J. Riddle, Sr. is the applicant for the junkyard license, the consent of the Executor is required for the Township to process the application. The owner's consent should be provided, and the junkyard application form should be revised and resubmitted to correct the ownership. We suggest that our understanding of the ownership of these lots be confirmed by K. Campbell.
5. Section 107-14 of the Junkyard Ordinance requires that areas containing junk and scrap automobiles be enclosed by a 6 feet high fence or hedge, so they are not visible to the public. Based upon our current inspection, the site complies, with the exception of one (1) junk vehicle in the field which should be relocated behind the fence. See attached photo.
6. There is an ongoing condition of approval imposed by the Committee which limits the number of vehicles which are being displayed for resale outside of the fenced area in front of the existing garage on Lot 24 to five (5) vehicles. Based upon our recent inspection the site complies.

**Recommended Conditions of Approval.**

The 2022 Junkyard License, if granted, should be conditioned upon the following:

1. The junkyard application form should be revised and resubmitted as discussed above.
2. The consent of the owner should be provided.
3. The actual junkyard area shall be confined to Block 47.01, Lot 23 and a portion of Block 47.01, Lot 24 (previously designated as a "staging" area).
4. The area licensed shall be confined to the area heretofore fenced in by a board fence in compliance with Section 107-12 of the junkyard ordinance in order to adequately screen all stored vehicles from public view.
5. The only vehicles permitted to be located in front of the fence as aforesaid shall be a maximum of five (5) vehicles awaiting resale as used motor vehicles. Dismantled vehicles or vehicles awaiting disassembly in front of the existing garage building on Lot 24 are not permitted.
6. The one (1) junk vehicle in the field should be relocated behind the fence. See attached photo.



7. The applicant shall provide a current certification from the Tax Collector that property taxes are paid prior to the issuance of the junkyard permit.
8. In all other aspects, unless otherwise amended by the conditions contained herein, the applicant shall comply with all requirements as set forth in Chapter 107: Junkyards, of the Township Code.
9. The issuance of the junkyard license is based solely on compliance with the municipal ordinance. It is not the responsibility of the municipality to correct environmental violations which are under NJDEP jurisdiction.

We will be available to discuss this matter further at the April 5, 2022 Township Committee Meeting.

Very truly yours,

**FINELLI CONSULTING ENGINEERS, INC.**

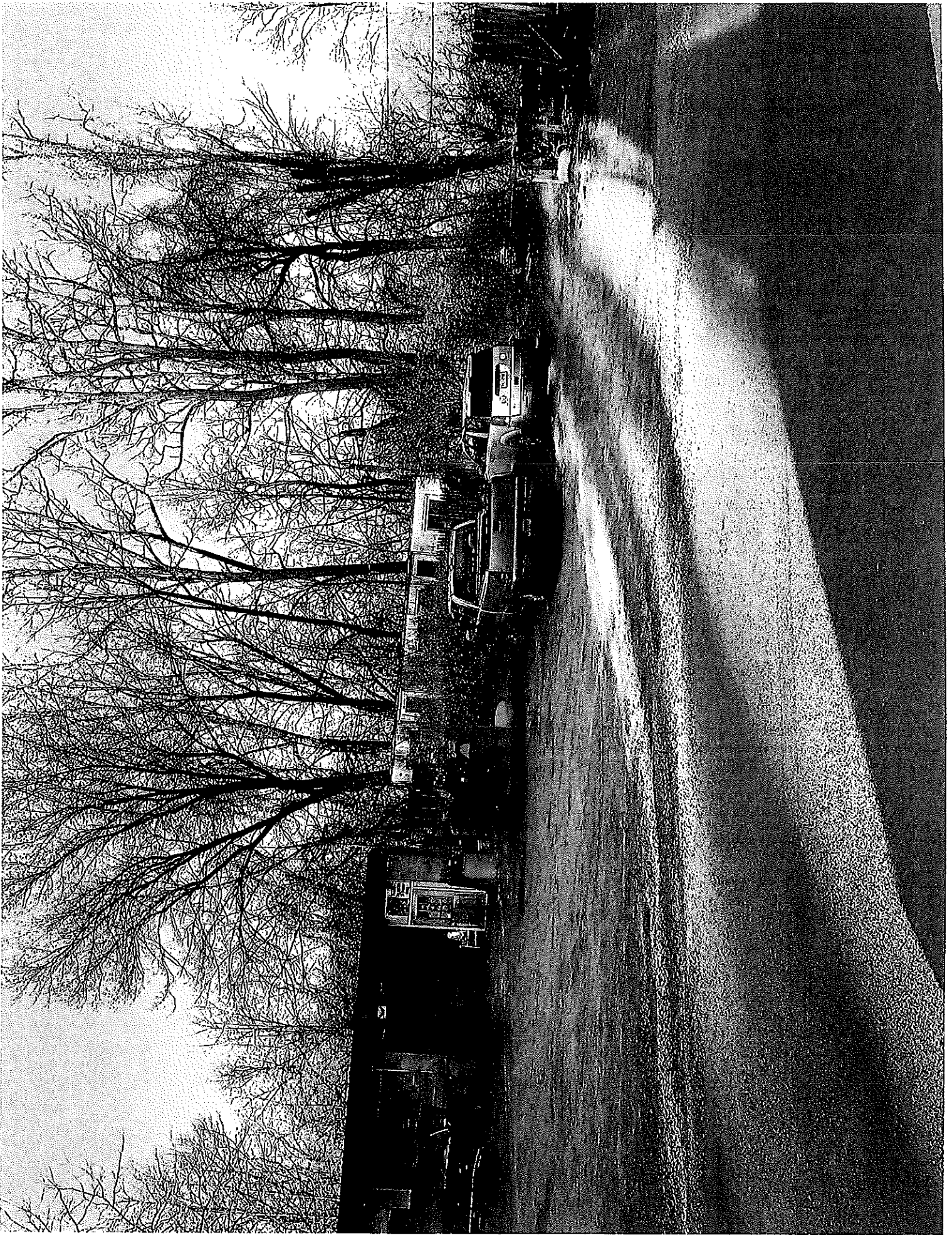
*Michael S. Finelli*

Michael S. Finelli, P.E., P.P., C.M.E.  
Township Engineer

c: Kelley Smith, Clerk, via email only  
Katrina Campbell, Esq., via email only  
Jeffery J. Riddle, Sr., via regular mail







**HARMONY TOWNSHIP**  
**3003 Belvidere Road**  
**Phillipsburg, NJ 08865**  
**Phone (908) 213-1600 Fax (908) 213-1850**

**JUNKYARD LICENSE APPLICATION**  
**2022**

1. Name of Applicant: Jeffery J. Riddle Sr. / Shandor's Used Auto Parts  
 Address: 1735 River Road Phillipsburg NJ 08865  
 Phone # 908-636-8068
2. If firm, corporation, etc; name and addresses of all officers, registered agents, or partners: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
3. Explain in detail the nature of business to be conducted:  
Used cars + parts  
 \_\_\_\_\_  
 \_\_\_\_\_
4. Class of material to be stored:  
Cars  
 \_\_\_\_\_  
 \_\_\_\_\_
5. Address of business establishment including a full description of same:  
1735 River Road Harmony  
Phillipsburg NJ 08865
6. Block and Lot number of premises to be licensed as shown on the Harmony Township Tax Map: Block 47.01 Lot 23, 24
7. Do you own or lease the premises? own business
8. A copy of the ordinance licensing and regulating junk dealers and junk yards has been supplied to me and I am familiar with the same: Yes ☒ No ☐
9. If you are not the owner of the premise, consent of owner to conduct said business shall be endorsed by owner: \_\_\_\_\_  
 \_\_\_\_\_

10. Describe in detail the type of enclosure surrounding your premise:

Gates Fences Dirt

Signature (applicant):

[Signature]

Dated: 4/28/22

Jessica Riddle  
Judy Riddle

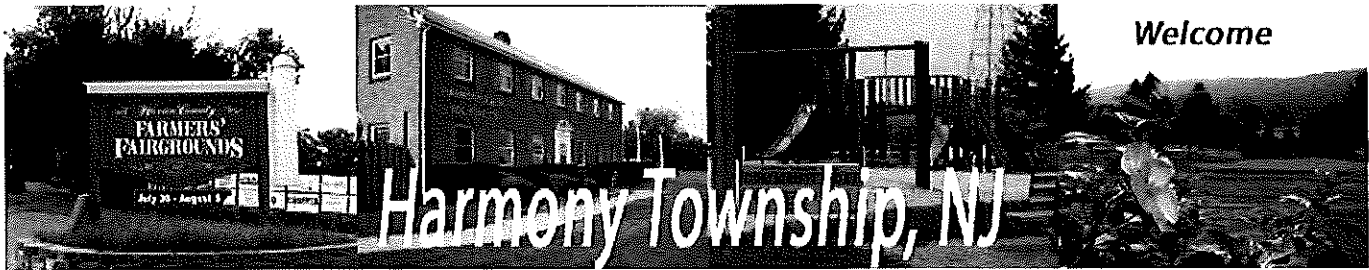
pg. #350

Business — Jeffery J. Riddle Sr

Land

Block 47.01

lot 23 — Jeffery J. Riddle Sr. / <sup>Mother</sup> Judy Riddle  
lot 24 — Jeffery J. Riddle Sr. / <sup>sister</sup> Jessica Riddle

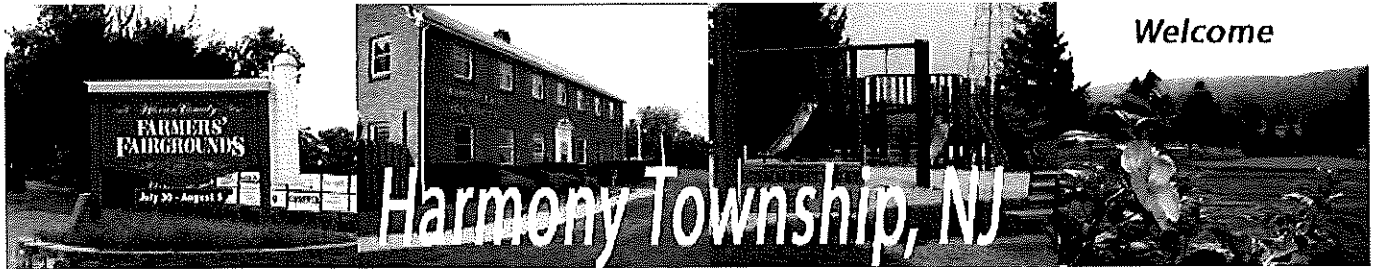


|                                  |   |                              |                 |
|----------------------------------|---|------------------------------|-----------------|
| <b>Block/Lot/Qual:</b>           | 47.01 23.   | <b>Tax Account Id:</b>       | 1636            |
| <b>Property Location:</b>        | 1735 RIVER RD.  | <b>Property Class:</b>       | 1 - Vacant Land |
| <b>Owner Name/Address:</b>       | SHANDOR JOSEPH & DOROTHY<br>1735 RIVER ROAD<br>PHILLIPSBURG, N.J. 08865 | <b>Land Value:</b>           | 85,000          |
|                                  |   | <b>Improvement Value:</b>    | 0               |
|                                  |   | <b>Exempt Value:</b>         | 0               |
|                                  |   | <b>Total Assessed Value:</b> | 85,000          |
|                                  |   | <b>Additional Lots:</b>      | None            |
| <b>Special Taxing Districts:</b> |   | <b>Deductions:</b>           |                 |

### Taxes

| <a href="#">Make a Payment</a> <a href="#">View Tax Rates</a> <a href="#">Project Interest</a> |            |      |                 |               |             |               |        |
|--|------------|------|-----------------|---------------|-------------|---------------|--------|
| Year   | Due Date   | Type | Billed          | Balance       | Interest    | Total Due     | Status |
| 2022   | 02/01/2022 | Tax  | 525.09          | 0.00          | 0.00        | 0.00          | PAID   |
| 2022   | 05/01/2022 | Tax  | 525.09          | 525.09        | 0.00        | 525.09        | OPEN   |
| <b>Total 2022</b>  |            |      | <b>1,050.18</b> | <b>525.09</b> | <b>0.00</b> | <b>525.09</b> |        |
| 2021   | 02/01/2021 | Tax  | 519.57          | 0.00          | 0.00        | 0.00          | PAID   |
| 2021   | 05/01/2021 | Tax  | 519.56          | 0.00          | 0.00        | 0.00          | PAID   |
| 2021   | 08/01/2021 | Tax  | 530.61          | 0.00          | 0.00        | 0.00          | PAID   |
| 2021   | 11/01/2021 | Tax  | 530.61          | 0.00          | 0.00        | 0.00          | PAID   |
| <b>Total 2021</b>  |            |      | <b>2,100.35</b> | <b>0.00</b>   | <b>0.00</b> | <b>0.00</b>   |        |
| 2020   | 02/01/2020 | Tax  | 518.72          | 0.00          | 0.00        | 0.00          | PAID   |
| 2020   | 05/01/2020 | Tax  | 518.71          | 0.00          | 0.00        | 0.00          | PAID   |
| 2020   | 08/01/2020 | Tax  | 570.56          | 0.00          | 0.00        | 0.00          | PAID   |
| 2020   | 11/01/2020 | Tax  | 470.26          | 0.00          | 0.00        | 0.00          | PAID   |
| <b>Total 2020</b>  |            |      | <b>2,078.25</b> | <b>0.00</b>   | <b>0.00</b> | <b>0.00</b>   |        |
| Last Payment: 02/05/22   |            |      |                 |               |             |               |        |

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|                                  |                                    |                              |                       |
|----------------------------------|------------------------------------|------------------------------|-----------------------|
| <b>Block/Lot/Qual:</b>           | 47.01 24. -Q0126- -                | <b>Tax Account Id:</b>       | 1638                  |
| <b>Property Location:</b>        | 1735 RIVER RD.                     | <b>Property Class:</b>       | 3B - Farm (Qualified) |
| <b>Owner Name/Address:</b>       | SHANDOR, DOROTHY/RIDDLE, SR, J & J | <b>Land Value:</b>           | 6,600                 |
|                                  | 1735 RIVER ROAD                    | <b>Improvement Value:</b>    | 0                     |
|                                  | PHILLIPSBURG, NJ 08865             | <b>Exempt Value:</b>         | 0                     |
|                                  |                                    | <b>Total Assessed Value:</b> | 6,600                 |
|                                  |                                    | <b>Additional Lots:</b>      | None                  |
| <b>Special Taxing Districts:</b> |                                    | <b>Deductions:</b>           |                       |

#### Taxes

| <a href="#">Make a Payment</a> |            | <a href="#">View Tax Rates</a> |               | <a href="#">Project Interest</a> |             |              |        |
|--------------------------------|------------|--------------------------------|---------------|----------------------------------|-------------|--------------|--------|
| Year                           | Due Date   | Type                           | Billed        | Balance                          | Interest    | Total Due    | Status |
| 2022                           | 02/01/2022 | Tax                            | 40.78         | 0.00                             | 0.00        | 0.00         | PAID   |
| 2022                           | 05/01/2022 | Tax                            | 40.77         | 40.77                            | 0.00        | 40.77        | OPEN   |
| <b>Total 2022</b>              |            |                                | <b>81.55</b>  | <b>40.77</b>                     | <b>0.00</b> | <b>40.77</b> |        |
| 2021                           | 02/01/2021 | Tax                            | 40.35         | 0.00                             | 0.00        | 0.00         | PAID   |
| 2021                           | 05/01/2021 | Tax                            | 40.34         | 0.00                             | 0.00        | 0.00         | PAID   |
| 2021                           | 08/01/2021 | Tax                            | 41.20         | 0.00                             | 0.00        | 0.00         | PAID   |
| 2021                           | 11/01/2021 | Tax                            | 41.20         | 0.00                             | 0.00        | 0.00         | PAID   |
| <b>Total 2021</b>              |            |                                | <b>163.09</b> | <b>0.00</b>                      | <b>0.00</b> | <b>0.00</b>  |        |
| 2020                           | 02/01/2020 | Tax                            | 40.28         | 0.00                             | 0.00        | 0.00         | PAID   |
| 2020                           | 05/01/2020 | Tax                            | 40.28         | 0.00                             | 0.00        | 0.00         | PAID   |
| 2020                           | 08/01/2020 | Tax                            | 44.30         | 0.00                             | 0.00        | 0.00         | PAID   |
| 2020                           | 11/01/2020 | Tax                            | 36.51         | 0.00                             | 0.00        | 0.00         | PAID   |
| <b>Total 2020</b>              |            |                                | <b>161.37</b> | <b>0.00</b>                      | <b>0.00</b> | <b>0.00</b>  |        |
| Last Payment: 02/05/22         |            |                                |               |                                  |             |              |        |

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Lot 23  
Block 47.01

CERTIFIED TO BE A TRUE COPY



**AGREEMENT TO CONVEY SHANDOR'S USED AUTO  
PARTS**

WHEREAS, the Estate of Joseph J. Shandor, Sr. with an address of 1736 River Road, Township of Harmony, County of Warren, State of New Jersey, by Administratrix CTA Judy A. Riddle, hereinafter referred to as the "Seller", with same address, and the Buyer, Jeffery J. Riddle, Sr. with an address of 1735 River Road, Township of Harmony, County of Warren, State of New Jersey, hereinafter referred to as the "Buyer", hereby agree as follows:

The Seller shall convey all right, title and interest in the entity commonly known as Shandor's Used Auto Parts, consisting of all real and personal property commonly associated with Shandor's Used Auto Parts. The transfer shall include all used vehicles and equipment associated with the business. This shall include all accounts receivable and payable, as well as the value of the good will of Shandor's Used Auto Parts.

The sale from the Seller to the Buyer shall be for nominal consideration of \$1.00.

The Buyer shall take all appropriate measures to transfer all necessary State of New Jersey and Harmony

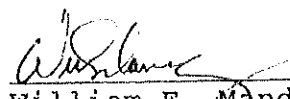
Township licensing and permits within thirty (30) days of the date of the execution of this Agreement.


The Buyer shall be obligated to notify the State of New Jersey as to the change of ownership under the Seller's Storm Water Waste Management Plan previously filed with the State of New Jersey.

A Notice of Bulk Transfer shall be made to the State of New Jersey to accommodate the transfer of interest to the Buyer.

The Seller shall convey to the Buyer for nominal consideration, all right, title and interest in the property previously used by the Seller, Shandor's Used Auto Parts, commonly known as Block 47.01, Lot 23, consisting of 6.24 acres. The Buyer fully acknowledges that if there are any issues associated with environmental contamination relating to Block 47.01, Lot 23, as described herein, any liability is construed under current law as "strict liability" making the buyer potentially liable for any clean-up costs, and that liability may transfer to personal assets owned by the Buyer. This statement is made out of an abundance of caution. The Buyer understands the risks in having the property transferred into his name and the potential liability associated therewith.

WITNESSETH:


  
William E. Mandry, Esq.

  
Administratrix CTA of the  
Estate of Joseph J. Shandor, Sr.  
Seller


Judy A. Riddle,  
Administratrix CTA of the  
Estate of Joseph J. Shandor,  
Sr., Seller

WITNESSETH:


  
William E. Mandry, Esq.

  
Jeffery J. Riddle, Sr.

Before me on this 5<sup>th</sup> day of March, 2021, personally appeared Judy A. Riddle, Administratrix CTA of the Estate of Joseph J. Shandor, Sr. and executed the within document as her own act and deed and in the capacity of Administratrix CTA.

  
William E. Mandry  
Attorney at Law  
State of New Jersey

Before me on this 5<sup>th</sup> day of March, 2021, personally appeared Jeffery J. Riddle, Sr. Shandor, Sr. and executed the within document as his own act and deed.

  
William E. Mandry  
Attorney at Law  
State of New Jersey

lot 24  
Block 47.01

# DEED

*Dated: January 15, 2016*

DOROTHY L. SHANDOR

Grantor,

TO

DOROTHY L. SHANDOR  
JEFFERY J. RIDDLE, SR.  
JESSICA RIDDLE

Grantee.

*Record and return to:*

Judy Riddle 12  
1736 River Road  
Phillipsburg, NJ 08865

RECORDED

Patricia J Kolb Warren Co Clerk

BELVIDERE, NJ

Bk: 2670 Pg: 56

02/23/2016 02:31:26 PM

Pages 6

DEED

Prepared by: (print signer's name below signature)

*Nadine V. Shandor*

Nadine V. Shandor

## DEED

This Deed is made on January 15, 2016,

### BETWEEN

Dorothy L. Shandor, married, whose post office address is 1735 River Road, Phillipsburg, NJ, 08865

referred to as the Grantor; *Dorothy L. Shandor*

### AND

Dorothy L. Shandor, married, whose post office address is 1735 River Road, Phillipsburg, NJ, 08865 and  
Jeffery J. Riddle, Sr., married, whose post office address is 1735 River Road, Phillipsburg, NJ, 08865 and;  
Jessica Riddle, single, whose post office address is 1736 River Road, Phillipsburg, NJ, 08865;

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

**Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of one dollar (\$1.00). The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 46:15-2.1) Municipality of Harmony Township  
Block No. 47.01 Lot No. 24 Q0126 (12.2 acres) Account No. 15134

☐ No property tax identification number is available on the date of this deed. (Check box if applicable.)

**Property.** The property consists of the land and all the buildings and structures on the land in the municipality of the Township of Harmony, County of Warren, and State of New Jersey. The legal description is:

Beginning at a corner at the water edge of the river Delaware about two links south of a small buttonwood tree marked as a point in and is also a corner of other lands of Isaac DeWitt and runs by his other lands and lands of Peter DeWitt, Sr., north fifty-nine degrees and thirty minutes east forty-nine chains and eighty-eight links to a lime stone in the road, one of said Peter DeWitt's corners; thence still along his lands, south seventy degrees and thirty minutes east ten chains and forty-nine links to a corner of Levi DeWitt's land; thence by the same, south eighteen degrees and thirty minutes east nineteen chains and sixty-six links to a stone in Peter Amey's line; thence along his line south seventy degrees and thirty minutes West five chains and nine links to a stake and stones corner to lands of Barret Raub; thence along his line south nine degrees and forty-three chains and ten links to water edge of Delaware River; thence up the same several courses to the place of beginning. Containing one hundred and thirty-two and seventy-five one-hundredths acres strict measure.

There is excepted out of the above described lands and premises, the land and right of way heretofore conveyed to the Belvidere Delaware Railroad Company, as by the records in the office of the Clerk of the County of Warren, will more fully appear.

There are also excepted from this conveyance the following tracts heretofore conveyed by the owners of record title: (1) tract conveyed to Gabor J. Horvath by deed dated May 3, 1940, and recorded on May 6, 1940, in Book 294 of Deeds, page 343; (2) tract of 1.246 acres conveyed to Joseph Shandor and Caroline Shandor, husband and wife, by deed dated November 6, 1948, and recorded on November 9, 1948, in Book 337 of Deeds, page 540; (3) tract of 1.338 acres conveyed to Steven Ehasz and Elizabeth C. Ehasz, his wife, by deed dated September 5, 1950, and recorded on September 29, 1950, in book 347 of Deeds, page 591; (4) Lot No. 12 conveyed to Michael Ehasz and Eleanor Ehasz, husband and wife, by deed dated September 10, 1955 and recorded on July 3, 1956, in Book 394 of Deeds, page 404; (5) Lot No. 11 conveyed to Dominic Domine and Mary Domine, husband and wife, by deed dated October 4, 1955 and recorded on January 18, 1957, in Book 399 of Deeds, page 560; (6) Lot No. 10 conveyed to Joseph Shandor and Caroline Shandor, husband and wife, by deed dated September 10, 1955 and recorded on July 8,

1957, in book 404 of Deeds, page 316; (7) Lots Nos. 8 and 9 conveyed to Walter Cooper and Elizabeth Cooper, husband and wife, by deed dated July 1, 1958, and recorded on July 2, 1958, in Book 413 of Deeds, page 478; (8) Lot No. 3 conveyed to Elizabeth Lutz by deed dated July 1, 1958 and recorded on July 2, 1958, in Book 413 of Deeds, page 480; (9) Lot No. 3 conveyed to Elizabeth Lutz by deed dated August 1, 1958 and recorded on August 4, 1958 in Book 414 of Deeds, page 426; (10) Lot No. 7 conveyed to Walter Cooper and Elizabeth Cooper, husband and wife, by deed dated July 25, 1958, and recorded on October 26, 1958 in Book 417 of Deeds, page 87; (11) Lot Nos. 8 and 9 conveyed to Walter Cooper and Elizabeth Cooper, husband and wife, by deed dated August 1, 1958, and recorded on October 28, 1958, in Book 417 of Deeds, page 90.

Being the same lands and premises conveyed by Judy Riddle to Dorothy L. Shandor, by deed dated April 30, 2007, and recorded on May 03, 2007, in the Warren County Clerk's Office in Book 2146 of Deeds, page 338.

**Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

**Signatures.** The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

*Robert Moshinsky*

|                               |         |
|-------------------------------|---------|
| <i>Dorothy L. Shandor</i>     | Grantor |
| .....                         | (Seal)  |
| Dorothy L. Shandor            | Grantee |
| <i>Jeffery J. Riddle, Sr.</i> | (Seal)  |
| Jeffery J. Riddle, Sr.        | Grantee |
| <i>Jessica Riddle</i>         | (Seal)  |
| Jessica Riddle                |         |

STATE OF NEW JERSEY, COUNTY OF WARREN

SS.:

Feb 3

I CERTIFY that on January 15, 2016, Dorothy L. Shandor, Jeffery J. Riddle, Sr., and Jessica Riddle personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one person, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

*Robert Moshinsky*

(Print name and title below signature)

Record and return to:

Judy Riddle  
1736 River Road  
Phillipsburg, NJ 08865

**ROBERT MOSHINSKY**  
**NOTARY PUBLIC OF NEW JERSEY**  
Commission Expires 8/6/2020

Consideration \$1.00  
County \$0.50  
Public \$0.25  
State \$1.25  
Extra \$0.00

Exempt Code:  
General \$0.00  
N.J.A.H.T.F. \$0.00  
**Total \$2.00**

02/23/2016

**TOWNSHIP OF HARMONY  
TOWNSHIP COMMITTEE  
R:22-17  
RESOLUTION OF MEMORIALIZATION  
HARMONY SAND AND GRAVEL 2022 QUARRYING PERMIT**

**Approved: April 5, 2022  
Memorialized: May 3, 2022**

**WHEREAS**, the Applicant, Harmony Sand and Gravel, Inc. ("Applicant") submitted an Application for a renewal of its Quarry Permit pursuant to Chapter 128 of the Code of the Township of Harmony in January of 2022; and

**WHEREAS**, on April 5, 2022, Steven Gruenberg, Esq, attorney for Star D Farm submitted comments regarding the applicant's plan; and

**WHEREAS**, the Township Committee determined the application to be complete and conducted a hearing on the application at the April 5, 2022 Committee meeting; and

**WHEREAS**, the application proposes the continuation of mining in the Front Pit and the continuation of the restoration of Pit 2 (on 3 sides only); and

**WHEREAS**, the application also includes the relocation of the existing haul road; and

**WHEREAS**, the Township Committee wishes to memorialize the 2022 permit approval to create a formal record of all of the Paragraphs.

**NOW, THEREFORE, BE IT RESOLVED** that the Township Committee of the Township of Harmony does hereby approve Harmony Sand & Gravel's 2022 quarrying permit, subject to the following terms and Paragraphs:

1. All quarrying operations and restoration work shall be performed in accordance with plans entitled "2022 Mine License Renewal", consisting of fifteen (15) sheets prepared by LAN Associates, Inc., dated January 24, 2022 as revised to March 31, 2022.
2. Relocation of the haul road shall be performed in accordance with plans entitled "Harmony Sand & Gravel, Inc., Proposed New Access Drive," consisting of six (6) sheets, prepared by LAN Associates, Inc., dated May 7, 2020.
3. Based upon a site inspection conducted by the Township Engineer on February 23, 2022, there are some relatively small, isolated areas along the north side of the pit along the water line and higher up along the existing evergreen screen that exceed the 3:1 slope requirement. The applicant shall revise the three (3) cross-sections from Station 0+00 to 2+00 to be plotted at an expanded scale so that these areas can be better evaluated to ensure the 3:1 slopes are being met. Based upon the Engineer's review of the revised cross sections as depicted on

plans revised to March 31, 2022 the slopes along the north side of the pit exceed the maximum 3:1 slope. The slopes shall be flattened by the applicant to not exceed 3:1.

4. The Committee previously approved the applicant's request to import fill for the Pit 2 restoration in lieu of the applicant using on-site fill material for the restoration. The imported material shall be clean fill as defined by NJDEP and its testing, transportation and placement shall be in accordance with the Materials Acceptance Plan prepared by Earth Efficient and approved by the Township Committee. Applicant to ensure that Earth Efficient copies Star D on all reports.
5. Restoration of Pit 2 must be completed by December 31, 2022.
6. Based upon environmental concerns expressed by Steven Gruenberg on behalf of Star D Farm, the applicant shall perform, at their own expense, limited testing of the soils upon completion of the restoration of Pit 2. The testing shall be performed in accordance with the testing protocol established by the Township Engineer. The company hired by applicant to perform the tests must be approved by the Township Engineer.
7. The current Performance Bond which the Township holds, in the amount of \$1,000,000 shall be reduced to \$700,000 but only upon satisfactory completion of the remaining slope restoration along the north side of Pit 2 as required in Paragraph 3 and upon submission of the soil testing results as required in Paragraph 6. The reduced bond amount has been established to cover the costs for the interim restoration of the Front Pit, final landscaping and stabilization of Pit #2, and the interim restoration of the existing Haul Road.
8. As a result of the Committee's decision in 2019 to modify the restoration requirements in Pit 2 from the original 2016 parameters, the Committee, upon satisfactory completion of the restoration of Pit 2, will require the applicant to provide the Township with a Maintenance Bond in the amount of \$200,000 for a term of 10 years to provide funds for maintenance in the event unanticipated repairs or maintenance is required if water levels drop below the 253.0' elevation.
9. The applicant agrees that the expiration date on the Performance Bond shall be automatically extended in the event that restoration work is not completed by November 30, 2022.
10. As work progresses on the restoration of Pit 2 the applicant shall be permitted to seek the release of a portion of the Performance Bond. The applicant shall submit his request to the Township Engineer along with a quantity and cost estimate of the work which has been completed and any other information for review. The Township Engineer shall review the request and make an inspection of the site to determine the extent and suitability of the work which has been completed and shall prepare a report to the Committee with his recommendation.
11. In the event the required \$200,000 Maintenance Bond for Pit 2 as required in Paragraph 8 is to be included within the current Performance Bond, Harmony Sand and Gravel shall provide written confirmation from its surety that the additional bond requirement and potential additional scope of work required by the Township is covered under the existing bond. Regardless of the progress of reclamation, the Performance Bond shall not be reduced below \$200,000 unless an additional Maintenance Bond as required in Paragraph 8 above is provided to the Township.

12. The Township Engineer shall make periodic inspections of the Pit 2 restoration work to assess the progress being made and suitability of the work being accomplished. The applicant shall be required to maintain a sufficient balance in Harmony Sand and Gravel, Inc's escrow account cover the costs of the Township's professionals in its ongoing review and inspection of this work.
13. The applicant shall be required to submit a written monthly report to the Township Engineer in sufficient detail to document the progress of the Pit 2 restoration work. Star D shall be copied on the monthly reports submitted to the Township.
14. The Township Committee has considered the need for a noise study as required by the Quarrying Ordinance and determined that a noise study is not warranted and therefore not required.
15. The applicant shall be required to submit a current Mine Registration Certificate and current Certificates of Insurance from Harmony Sand & Gravel and from Earth Efficient which include the Township of Harmony, Finelli Consulting Engineers and Star D Farm as additional insureds.
16. The applicant shall continue to maintain earth berms along areas of the Front Pit, Pit 2 and along both sides of the Haul Road to provide protection against temporary steep slopes.
17. The applicant shall continue to meet and fulfill all obligations required by the Harmony Township Land Use Board as part of its original site plan approval and any subsequent approvals.

ATTEST:

Township of Harmony

\_\_\_\_\_  
Katrina L. Campbell,  
Township Attorney

By: \_\_\_\_\_  
Brian Tipton, Mayor

**DATED:**

I hereby certify that the above is a true copy of the Resolution adopted by the Harmony Township Committee at its meeting on April 5, 2022, and memorialized on May 3, 2022.

\_\_\_\_\_  
Courtney Morrow, Deputy Clerk